

## EMPLOYEE ASSISTANCE PROGRAM AGREEMENT

This Employee Assistance Program Agreement ("Agreement") is entered into this day the 1<sup>st</sup> day of July 2017, between W. Criss Lott, Ph.D. PLLC, and the Mississippi Office of the State Auditor (MSA).

### NARRATIVE

- A. WHEREAS, the MSA desires to engage W. Criss Lott to establish an Employee Assistance Program (EAP) for the employees of the MSA to include the employee, the employee's spouse, the employee's children and the employee's parents;
- B. WHEREAS, W. Criss Lott desires to provide EAP services to and promote the behavioral health of the MSA employees and their immediate family members;

Now, therefore, for and in consideration of the mutual covenants and agreements herein contained, W. Criss Lott and the Mississippi State Auditor (MSA) agree as follows:

- 1. EAP SERVICES. W. Criss Lott shall provide the following EAP services:
  - a. Service Areas. Assessments. Service areas addressed by W. Criss Lott and staff include, but are not limited to, crisis intervention, stress management, depression, anxiety, marital/family conflict, grief/bereavement, substance abuse/relapse prevention, and divorce issues.

The initial consultation between the employee and the therapist will determine the therapy required for the employee, and all services will be provided by a master's or Ph.D. level clinician and supervised by a licensed psychologist.

W. Criss Lott will assist the employee in obtaining services which are not provided under the terms of this agreement such as inpatient psychiatric or inpatient chemical dependency treatment.

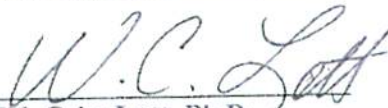
W. Criss Lott will assist the employee in identifying a provider within the employee's health/medical insurance plan.
  - h. Timing of Services. Twenty-four hour Crisis intervention services will be provided via phone consultation. Emergency Services will be provided within 24 hours, unless inpatient treatment is indicated. Appointments shall be available to employees and their immediate families within three

to seven working days. Sessions will be provided at the office or via electronic communication.

- c. Training Sessions: W. Criss Lott and staff will conduct training sessions with the MSA staff to assist them in developing skills to identify employees who exhibit job performance difficulties.
  - d. Educational Seminars. W. Criss Lott and staff will provide educational seminars covering various topics that relate to employee assistance. For employees with family, emotional or addiction problems, seminars will help provide a means of awareness and early intervention.
  - e. Reports. W. Criss Lott and staff will provide the MSA with quarterly utilization reports which will include the number of employees receiving services and the type of services provided by the EAP staff. The MSA will also be notified of employee treatment compliance for mandatory referrals with a signed consent by the employee.
- 2. ELIGIBILITY. The MSA employees and their immediate family members shall be eligible for ten 50 minute sessions. In addition, there will be made available to the MSA a total of four manager trainings and/or educational seminars annually.
- 3. COST. The MSA shall pay W. Criss Lott three thousand two hundred fifty dollars (\$3250) annually for its 130 employees. Services will be billed quarterly.
- 4. INDEPENDENT CONTRACTOR. Both W. Criss Lott and the MSA agree that W. Criss Lott and staff will act as an independent contractor in the performance of its duties under this agreement.
- 5. TERMINATION. The term of this Contract Agreement shall be one (1) year, and shall automatically renew annually. Either party may terminate this agreement without cause and without liability for termination upon thirty (30) days written notice to the other party.
- 6. MISCELLANEOUS.
  - a. If any provision of this Agreement is held invalid, illegal, or unenforceable under applicable law, the remainder of this agreement shall remain valid and enforceable. It is the intention of the parties that if any provision is held to be illegal, invalid or unenforceable, there will be added, in lieu thereof, a legal, valid and enforceable provision as similar in terms to such provision as is possible.
  - b. This Agreement contains the entire agreement between the parties hereto with respect to the subject matter herein and supersedes all previous written or oral negotiations, commitments and writings.

- c. If any party to this Agreement, or the successors or assigns of any party, finds it necessary to take any action to enforce any provision hereof or to collect damages of any kind for breach of this Agreement, the prevailing party will be entitled to recover from the losing party its reasonable court costs and expenses arising out of or incurred by reason of the action including, but not limited to reasonable attorney's fees.
- d. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.
- e. This Agreement may be amended only in writing executed by the parties hereto.
- f. This Agreement will insure to the benefit of and bind the respective successors of the parties hereto. This agreement shall not be assigned in whole or in part by any party.
- g. This Agreement shall be construed and interpreted in accordance with the laws of the State of Mississippi.

W. Criss Lott, Ph.D., PLLC

  
W. Criss Lott, Ph.D.

Date: 8/3/17

Mississippi Office of the State Auditor

  
Stacey Pickering

Date: 11/9/17